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After Recording, Return to:

Attn: Lawrence Lee Washburn IV  
Wilson, Elser, Moskowitz, Edelman & Dicker, LLP  
3348 Peachtree Road NE, Suite 1400  
Atlanta, GA 30326

**DEED UNDER POWER OF SALE**

STATE OF FLORIDA

COUNTY OF SEMINOLE

THIS INDENTURE, 1 day of May 2023, between Byung Kang and Saera Yoo (hereinafter collectively referred to as "Guarantors"), through Guarantors' duly appointed agent and Attorney-in-Fact, FOUNTAINHEAD SBF, LLC, a Georgia limited liability company (hereinafter referred to as "Party of the First Part") and FOUNTAINHEAD SBF, LLC, having an address of Attn: Lance Sexton, 3216 W. Lake Mary Blvd, Lake Mary, Florida, 32746 ("Party of the Second Part"). This conveyance is made pursuant to the rights of redemption in accordance with to O.C.G.A. § 48-4-44.

**W I T N E S S E T H**

**WHEREAS**, said Guarantors executed and delivered to Fountainhead SBF, LLC, a certain Deed to Secure Debt, Assignment of Rents, and Security Agreement dated September 16, 2020 (hereinafter referred to as the "Deed to Secure Debt"), recorded in Deed Book 62343, Page 397 of the Deed Records of the Superior Court of Fulton County, Georgia conveying the property described in Exhibit "A" to secure payment of a promissory note, and;

**WHEREAS**, the indebtedness secured by said Security Deed became in default; and

**WHEREAS**, by reason of said default, Part of the First Part, pursuant to the terms of said Security Deed and note declared the entire secured indebtedness due and payable, and

**WHEREAS**, the entire secured indebtedness being in default, Party of the First Part on behalf of said Guarantors as Guarantors' Attorney-in-Fact, and according to the terms of said Security Deed and the laws of the State of Georgia, did legally and properly advertise said property for sale once a week for four (4) consecutive weeks immediately preceding the said foreclosure

sale in the official newspaper in which the Sheriff of said county publishes legal advertisement, and

**WHEREAS**, notice of said sale was given in compliance with Georgia Laws 1981, Volume I, Page 834, codified as Official Code of Georgia Annotated Section 44-14-162.2, and Section 44-14-162.4. The notice required was rendered by mailing a copy of the Notice of Sale Under Power that was submitted to the publisher of the legal organ of the aforementioned county, to the Guarantors and any other "Debtor" (as defined by O.C.G.A. § 44-14-162.1) at least thirty (30) days prior to the foreclosure sale date, and

**WHEREAS**, said Party of the First Part as Attorney-in-Fact pursuant to the powers contained in said Security Deed and the laws of the State of Georgia did expose said land for sale to the highest and best bidder for cash on the first Tuesday in April, 2023, within the legal hours of sale at the usual place of conducting Sheriff's sales in said county, and offered said property for sale at public outcry to the highest bidder for cash, when and where the said Party of the Second Part bid the sum of \$270,000.00 which was the highest and best bid, and

**WHEREAS**, said property was sold to the Party of the Second Part for the above-stated price,

Now, therefore, in consideration of said above-stated price and by virtue of and in the exercise of the power of sale contained in the aforesaid Security Deed, the Party of the First Part as Attorney-in-Fact for said Guarantors has bargained, sold, and conveyed and by these presents does hereby bargain, sell and convey unto the Party of the Second Part and said Party's heirs, successors, representatives and assigns the property set forth in the attached Exhibit "A", which exhibit is made a part hereof by reference, together with all the rights, members, and appurtenances thereto.

To Have and To Hold the said premises and every part hereof unto the said Party of the Second Part and said Party's heirs, executors, successors and assigns in as full and ample a manner as the said Guarantors and Guarantors' heirs, successors, and assigns did enjoy and hold the same.

This conveyance is made subject to the following insofar as they affect title to said property, to-wit: All restrictive covenants, easements, and rights of way; all matters of zoning; matters which would be disclosed by an accurate survey and inspection of the property; all outstanding and/or unpaid taxes, including ad valorem taxes, which constitute liens upon said property; all outstanding or unpaid bills, charges, expenses and assessments for street improvements, curbing, garbage, water, sewage, and public utilities; and any other matters of record superior to said Security Deed.

*[Signature(s) commence on following page]*

IN WITNESS WHEREOF, Party of the First Part has signed and sealed this deed, the day and year first above written.

Signed, sealed and delivered  
in the presence of:

  
Unofficial Witness : Marc Powell

FOUNTAINHEAD SBF, LLC  
a Florida limited liability company

By: Lance Sexton  
Name: Lance A. Sexton  
Title: EVP Servicing and Liquidation

  
Notary Public

(NOTARY SEAL)

My Commission Expires: March 29, 2025

